

**COMMONWEALTH OF KENTUCKY
GROUP LIFE INSURANCE
TERMS AND CONDITIONS**

BELOW ARE THE TERMS AND CONDITIONS FOR PARTICIPATION IN GROUP LIFE COVERAGE ADMINISTERED BY THE DEPARTMENT OF EMPLOYEE INSURANCE (DEI) AND NATIONWIDE LIFE INSURANCE COMPANY.

An Employee may affix a signature to a paper copy of the Group Life Insurance Application or an electronic version of the application. By typing your name on an electronic application or by logging in and using your unique KHRIS User ID and enrolling through the Employee Self-Service portal, you are agreeing to conduct enrollment in life insurance by electronic means, thereby creating a legal and binding contract. By affixing your signature in either manner, you understand and agree that:

- A. **ELIGIBILITY.** State employees, elected officials, and employees of health departments, school boards, and quasi-governmental agencies who are regularly employed and who are contributing members to any one of the state-administered retirement systems may be eligible for \$20,000 of basic life and accidental death and dismemberment insurance, without charge to the Employee. Federally-funded, time-limited employees may also receive basic life insurance coverage. All persons eligible for life insurance benefits are referred to in these Terms and Conditions as "Employees" or "Eligible Employees." By enrolling in life insurance coverage, whether basic or additional optional coverage, you certify that you are an Eligible Employee of a participating employer or otherwise meet the eligibility requirements for applying for life insurance.
- B. **ADDITIONAL OPTIONAL LIFE INSURANCE BENEFITS.** The Commonwealth of Kentucky offers additional optional life insurance coverage for Eligible Employees and their eligible dependents. Evidence of Insurability will be required if you apply for optional term life insurance for yourself or your spouse outside of an open enrollment.
- C. **DEPENDENT ELIGIBILITY.** Eligible Employees may obtain dependent life insurance coverage for their Spouse to whom they legally married and for their unmarried children from live birth to 18 years of age. Dependent children age 18 and older can be covered provided they attend an educational institution and rely on you for financial support. See the Certificate of Coverage (CoC) for additional information. It is solely the Employee's responsibility to notify the Group Life Insurance Branch if the Employee's spouse or dependent(s) are no longer eligible for dependent life insurance coverage.
- D. **EFFECTIVE DATE OF ELECTIONS.** If you are enrolling in optional life insurance during open enrollment, the life insurance will be effective January 1 of the following Plan Year. If you are a new Employee or a newly eligible employee, you must enroll in life insurance for the first time within 35 days of hire/eligibility. Your life insurance will be effective on the first day of the second calendar month following the date you become an eligible Employee. Employees enrolling in life insurance must be actively at work, full time, on the day the Employee's insurance is scheduled to begin.
- E. **ACTIVE WORK REQUIREMENT.** Life insurance benefits for Eligible Employees will be delayed if the Employee does not meet the Active Work Requirement on the day the Employee's insurance would otherwise begin. The Active Work Requirements is a requirement that you be actively at work full time at the employer's place of business, or at any other place that the Employer's business requires you to go. You are considered actively at work during normal vacation if you were Actively at Work on your last regular scheduled workday. See your CoC for additional information regarding the Active Work Requirement.
- F. **CERTIFICATE OF COVERAGE.** The rules regarding the administration of life insurance benefits for Eligible Employees are governed by a Certificate of Coverage (CoC). All benefits for your eligible dependents and you will be provided in accordance with the rules and limitations in the CoC. You will abide by all terms and conditions governing participation, membership, and receipt of services from the plan(s) in which you have enrolled and as set forth in the CoC. The CoC is available online at personnel.ky.gov, "Benefits."
- G. **THIRD PARTY ADMINISTRATOR.** DEI uses a third party, Nationwide Life Insurance Company, to administer the life insurance benefits outlined in the CoC. DEI may communicate with you or your beneficiary directly or through Nationwide about your insurance coverage, benefits, and life insurance claims.
- H. **SUMMARY OF COVERAGE.** If life insurance coverage is issued, you will be provided a Summary of Coverage showing the effective date of the insurance. The Benefits Confirmation Page contains the effective date, type of coverage, amount of coverage, cost, and beneficiary designation(s). No insurance is in effect prior to your individual effective date, and such effective date is applicable only if on that date the Employee: (a) is eligible for the coverage; (b) has satisfied any waiting period required; and (c) the first premium for the coverage is paid when due. Your Summary of Coverage and Benefits Confirmation Page is incorporated into and made a part of the CoC.
- I. **CASH VALUE.** Your and your dependent's life insurance policies are term life insurance and have no cash value.
- J. **DEDUCTION FROM EARNINGS.** When you enroll in optional life insurance, you authorize your employer to deduct from your earnings the amount required to cover your life insurance premium(s), including any arrearages you may owe. Deductions for life insurance premiums are made on a post-tax basis.
- K. **PRIORITY OF PAYMENTS.** Any moneys submitted to DEI that you intend to be used to pay for optional life insurance coverage may first be used to pay other priority debts that may be due and owing, such as taxes and child support.
- L. **REFUND OF PREMIUM FOR INELIGIBLE DEPENDENTS.** It is solely the Employee's responsibility to notify the Group Life Insurance Branch if the Employee's spouse or dependent(s) are no longer eligible for dependent life insurance coverage. The plan will reimburse the premium paid for an ineligible spouse or dependent a maximum of 120 days back from the date of notification of ineligibility.
- M. **CONVERSION RIGHTS.** Your basic, optional, and dependent group term life Insurance coverage will end the last day of the same month in which your employment ends. However, in the 31 days following the termination of your coverage, you may convert your basic, optional, and dependent group term life insurance coverage to an individual policy without having to furnish Evidence of Insurability. If you die during this 31-day period, your claim will be paid whether or not you have applied for an individual policy. In the event of your death, your spouse or dependent can convert their optional term life insurance to an individual policy. The spouse or dependent has 35 days after the date the employee's coverage ends to convert.
- N. **CHANGING ELECTIONS.** You cannot enroll in or increase term life insurance coverage for yourself or your spouse, as indicated by your Group Life Insurance Application or online enrollment, without supplying Evidence of Insurability. However, you may elect to enroll a child or increase a child's optional term life insurance coverage at any time, without supplying Evidence of Insurability. You may decrease or cancel your optional or dependent term life insurance coverage at any time.
- O. **FRAUD WARNING.** Any person who knowingly, and with the intent to defraud, files an application for insurance containing any materially false information (including a forged signature or incorrect signature date), or conceals, for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act which is a crime. You can be held responsible for any fraudulent act that you could have prevented while acting within your duties related to

obtaining employer-sponsored life insurance, and it may be used to reduce or deny a claim or to terminate your coverage. Information contained in your life insurance benefit elections, if incorrect or misleading, may void the policy effective as of the date of issuance.

- P. [ACKNOWLEDGEMENT](#). You have fully read these Terms and Conditions. Your signature on the Group Life Insurance Application or your electronic signature used for online enrollment certifies that all information provided during this enrollment opportunity is correct to the best of your knowledge.
- Q. [EXCEPTIONS MAY APPLY](#). Exceptions may apply to employees of certain employers participating in the Commonwealth's group life insurance benefits. Retirees are not eligible for employer-sponsored group term life insurance coverage. Please refer to the participation rules of your employer for further information.